

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND COVENANT NOT TO SUE

In consideration of the use of a golf cart at Casa Bahari, the undersigned, being of legal driving age in the State of Florida, for himself/herself and personal representatives, heirs, and next of kin does hereby:

1. Release, waive and forever discharge Andrew R Entrekin, the Owner of Casa Bahari (4598 Paradise Isle, Destin FL), his heirs, assigns, agents, successors, and all affiliate companies together with their respective officers, directors, members, shareholders, employees, representatives, agents, successors or assigns (referred to individually and collectively as "Releasees") from any and all liability to the undersigned, his/her personal representatives, assigns, heirs, and next of kin for all losses or damages and all related claims, on account of injury to the person or property, or resulting in the death of the-undersigned which arise from or relate in any way to the undersigned's use of the golf cart, whether caused by the negligence of the Releasees or otherwise.
2. Covenant and agree that the undersigned shall not commence or maintain any suit thereon against Releasees and agrees to indemnify, save and hold harmless Releasees from and against any and all loss, liability, damage or cost incurred which arise or relate in any way to the undersigned's use of the golf cart, whether caused by the negligence of Releasees or otherwise. Agree to indemnify Releasees from any and all liability arising from the use of the golf cart.
3. I will provide Insurance for loss by damage or theft of Golf Cart. I agree to submit to the courts of Etowah County, Alabama if losses or damages occur and either my personal finances or insurance will not remedy a solution upon checkout. It is mutually agreed the replacement value of Golf Cart is \$11,375. Any will be the responsibility of the renter and any legally binding adult driving the cart while any damage occurs.
4. Assume full responsibility for any risk of bodily injury, including death, or property damage arising out of or related in any way to the undersigned's use of the golf cart, whether caused by the negligence of Releasees or otherwise. Agree to defend Releasees against lawsuit arising our of the use of the golf cart. The damage waiver that was purchased does not include coverage for injury or damage caused, nor does it cover loss or damage to the golf cart or its accessories. Any damage will be deducted from the security deposit or credit card on file.
5. Acknowledge that the use of the golf cart involves risk of serious bodily injury, including death, and property damage. In the event of accident, the undersigned expressly acknowledges that his/her injuries may be compounded or increased by negligent rescue operations or procedures of Releasees, and does hereby knowingly and expressly forever release and discharge Releasees from all claims arising therefrom.
6. Agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts and omissions, including negligence, of the Releasees, including but not limited to, negligent rescue operations, and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida. The undersigned further agrees that if any portion hereof is held invalid, it is agreed that the remaining terms shall, notwithstanding, continue in full legal force and effect.

I have read this complete release and waiver of liability, assumption of risk and indemnity agreement, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME. I further intend my signature to constitute a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature: _____ Date _____

Printed name: _____